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Contract Database Metadata Elements

Title: **Wantagh Union Free School District and Wantagh School Administrators Association (2003)**

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Union: **Wantagh School Administrators Association**

Local:

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Wantagh Union Free School District
And Wantagh School Administrators
Assn

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MEMORANDUM OF AGREEMENT, dated this 17th day of March, 2003, by and between the negotiating representatives of SCHOOL ADMINISTRATORS' ASSOCIATION OF WANTAGH (hereinafter referred to as the Association) and the negotiating representatives of the WANTAGH UNION FREE SCHOOL DISTRICT (hereinafter referred to as the District).

1. General

The labor agreement between the parties for the period of July 1, 1999-June 30, 2003 will expire on June 30, 2003. The parties herewith agree that said agreement shall be modified effective as of July 1, 2003 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for changes to said expired agreement set forth herein in precise contract language, and changes to contract language that are necessitated by those provisions of this agreement that are not set forth in the form of precise contract language, the provisions of said expired contract shall remain unchanged.

2. Contingencies

A. This agreement is subject to formal ratification by the Board of Education of the District and the membership of the Organization. Such ratification shall occur within ninety (90) days of the date of execution of this memorandum of agreement. If either party fails to ratify within the aforesaid ninety (90) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement.

3. Terms

A. Duration

This contract shall run from July 1, 2003 to June 30, 2007.

B. Compensation

1. The following equity and/or longevity adjustments shall be made during the life of this contract.

Terrance O'Connor

2003-04
\$3,000

2004-05
\$3,000

2005-06
\$3,000

2006-07
\$3,000

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

9

Lynne D'Agostino	\$2,000	-0-	\$2,000	-0-
Don Sternberg	\$2,000	-0-	\$2,000	-0-
Maureen Goldberg	\$2,000	\$2,000	\$1,000	-0-
Ron Lebel	-0-	\$2,000	-0-	-0-

Administrators have to be working in these respective years to receive the above adjustments. Thereafter, a longevity payment of \$2,000 shall be provided to unit members when they reach their fifteenth year of service within the district in the same position. An additional \$2,000 shall be provided to unit members when they reach their twentieth year of service within the district in the same position. These payments shall become part of base salary.

2. In addition to the above adjustments all unit members shall receive the following annual increases:

2003-04	:	3.8%
2004-05	:	4.0%
2005-06	:	4.1%
2006-07	:	4.1%

C. Health Insurance

1. Article VI, Section 1.a. of the contract shall be amended to reflect that with respect to unit members hired prior to July 1, 1995, the District shall pay 95% of the costs associated with individual coverage and 85% of the costs for family coverage. This section shall also be amended to reflect that upon retirement, unit members shall be required to contribute at the same rate they were contributing in their last year of active employment.
2. Amend Article VI of the contract to reflect that health insurance coverage shall not be made available to unit members hired after July 1, 2003 who have equal or better coverage through a spouse

D. Life Insurance

1. Amend Article VI Section 1.c. to reflect that effective July 1, 2004 the District will pay the full cost for Twenty Thousand (\$20,000.00) Dollars of term insurance.
2. Amend Article VI, Section 4 to reflect that split-dollar insurance is not available to unit members hired after July 1, 2003.

E. Work Year

Amend Article IV of the contract by including a new provision that provides as follows:

"Should any administrator be unable to utilize vacation days due to work load requirements, a professional dialogue between the administrator and central office will be undertaken with the goal of arriving at mutually agreeable days to be taken during the school year as compensatory time."

F. Unused Sick Leave

Amend Article IX, Section 1.b to reflect the following payment schedule:

<u>Days</u>	<u>Amount Per Day</u>
1-100	\$ 90
101-180	\$150
181-194	\$250
	\$24,500 (maximum payment)

To the extent permitted by law, the District and the Association shall develop a plan to provide such payments in the form of a non-elective employer section 403(b) plan.

G. Job Security

Amend Article XIX, Section 3 to read as follows:

"An employee whose position is being abolished shall receive ninety (90) days advance notice of the effective date of such abolition."

H. Association Membership

The contract shall be amended to include a clause that provides for the District purchasing an institutional membership for all principals and assistant principals in the ASCD.

I. Child Care Leave

Amend Article X to reflect that the 2nd year of leave is at the discretion of the District.

J. Grievance Procedure

1. Delete level four of the Grievance Procedure.

2. Amend Level Three of the Grievance Procedure to reflect that the decision of the arbitrator is final and binding. Towards that end, subsections (e) and (f) of Level Three shall be deleted. In its place, language shall be inserted to reflect that the decision of the arbitrator is final and binding.

Dated: Wantagh, New York
March 17, 2003

NEGOTIATING REPRESENTATIVES
OF THE DISTRICT

Lydia Begley
Christopher Venator
Robert W. Wolff

NEGOTIATING REPRESENTATIVES
OF THE ASSOCIATION

Arthur P. Schenck
Edward M. Adduto
Wendy Stine
Dr. Terrence O'Connor
Lynne R. Agostino

AGREEMENT

-between-

WANTAGH UNION FREE SCHOOL DISTRICT

and

SCHOOL ADMINISTRATORS ASSOCIATION OF WANTAGH

July 1, 1999 - June 30, 2003

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT entered into this 3rd day of November, 1999 by and between the WANTAGH UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the SCHOOL ADMINISTRATORS ASSOCIATION OF WANTAGH (hereinafter called "SAAW").

W I T N E S S E T H

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, therefore it is mutually agreed as follows:

ARTICLE I. DECLARATION OF PRINCIPLES

Both the District and the SAAW recognize that the education of children is their mutual paramount consideration and that the education of children should be a continual process without interruption. The SAAW affirms it will abide by Section 210 of the Public Employee's Fair Employment Act and the laws of the State of New York in general.

ARTICLE II. RECOGNITION

Section 1. SAAW shall be the exclusive representative of all full-time regularly employed Principals and Assistant Principals (hereinafter referred to as "Administrators").

Section 2. During the Term of this Agreement no position currently within the SAAW unit shall be abolished by the District.

ARTICLE III. DUES DEDUCTION AND AGENCY FEE

Section 1. The District agrees to deduct dues for SAAW from the salaries of administrators authorizing same and to transmit the monies promptly to SAAW.

Administrator authorizations shall be in writing in the form agreed upon.

Section 2. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

Section 3. The District agrees to deduct an agency fee from the salaries of each employee who is not a member of SAAW, provided that such agency fee is in compliance with law.

ARTICLE IV. WORK YEAR

Section 1. The work year of the positions covered by this Agreement shall be July 1 to June 30th as follows:

- a. Elementary School Principals - 10 ½ months;
- b. Senior High School and Middle School Principals - 11 months;
- c. Senior High School and Middle School Assistant Principals - 11 months;

Section 2. If the Superintendent of Schools directs an administrator in writing to work during that administrator's vacation time, the administrator shall be paid his/her per diem rate for each day worked.

ARTICLE V. COMPENSATION

Section 1. - Effective July 1, 1999 employees who were on payroll on July 1, 1999 shall receive the salary stated in Appendix A for each of the four years of this agreement provided the employee remains in the same position within the unit.

Section 2 - Administrators who have their doctorate degree or who in the future receive a doctorate degree shall be paid a stipend of \$2,000 which shall become a part of their base salary.

The newly created additional Assistant Principal position shall include all of the functions and duties of the former Dean's position and other tasks and duties as stated in the job description by the Superintendent of Schools. It shall also include the functions of evaluations and observations. In addition, the position will include the supervision and evaluation of the K-12 music program. Tasks which had been performed in working with college textbooks and the college courses are incorporated into the new Assistant Principal position and the stipend formerly received for performing these tasks is included in the regular base pay stated in Appendix A and will not continue to be a separately paid stipend.

Section 3. During the first and third year of this agreement, \$9,000 of lump sum equity adjustments shall be made. The parties shall meet to discuss and approve the distribution of said monies.

Section 4. Administrators may make one annual request for a deduction of a fixed sum from each of the first two (2) paychecks in each month of the school year (except July and August), for deposit in the Nassau Educators Federal Credit Union.

Section 5. Administrators may request that the Board deduct sums of money as certified by the New York State Teachers Retirement System for repayment of a loan. The foregoing repayment shall be consistent with the procedure established by the New York State Teachers Retirement System.

ARTICLE VI . BENEFITS

Section 1. The District will provide the following insurance benefits for full-time participating administrators:

- a. Health Insurance - The administrators may select HIP or the Statewide Plan with the administrator paying the additional costs of the option selected. The District will contribute 90% of the cost of Individual Health Insurance coverage and eighty-five (85%) of Dependent Health Insurance coverage and the administrator will pay the difference.
- b. Dental Insurance - The District will pay the full cost for the full-time administrator.
- c. Life Insurance - The District will pay the full cost for Ten Thousand (\$10,000.00) Dollars. An additional Sixty-Five Thousand (\$65,000.00) Dollars is optional at the administrator's expense in each year. Dependents' life insurance is also optional at the administrator's expense.
- d. Long-Term Disability - The District will pay seventy-five (75%) percent of the cost of the LTD Plus premiums for full-time administrators who wish to participate.
- e. Tax-Deferred Annuities - The District will make payroll deductions and transmit payments on behalf of the Administrator to authorized carriers. Participation is limited to those administrators who qualify under the Internal Revenue Code and the New York State Teachers' Retirement System Regulations.

Section 2. Health Insurance Declination

- a. An administrator who has had family health insurance coverage

and who declines such family coverage for a year shall receive one-half ($\frac{1}{2}$) of the savings to the District by virtue of such declination on the anniversary date of the declination.

b. The Administrator may opt for family coverage during the year if permitted by the carrier but shall not be eligible to share in the savings unless the declination was in effect for a year. The administrator shall not be eligible if the administrator had individual coverage changed to family coverage and then changed back to individual coverage.

Section 3. The District may provide an alternative to the Statewide Plan provided the alternative is comparable and it is mutually agreeable to change the carrier.

Section 4. Split-Life Insurance

a. The District will provide a split-life policy of One Hundred Thousand (\$100,000.00) Dollars.

b. Only persons in the unit tenured as administrators or who serve more than three (3) consecutive years in that role shall be entitled to this benefit.

c. Effective July 1, 1993 the District shall pay one hundred (100%) percent of the premium cost. The District shall pay a maximum of eight (8) years' premiums.

d. The District will pay one hundred (100%) percent for any part of the eight years' premiums remaining to be paid on the policy for an administrator who retires after thirty (30) years of service to the District.

e. The District will pay seventy-five (75%) percent for any part of the eight (8) years' premiums remaining to be paid on the policy for an administrator who retires after twenty-five (25) years of service to the District.

f. The District will pay fifty (50%) percent for any part of the eight (8) years' premiums remaining to be paid on the policy for an administrator who retires after twenty (20) years of service to the District.

g. If an administrator leaves the District without retiring before the eight years of premium payments have been made, no further payments will be made by the District.

Section 5. §125 Plan. Administrators shall be able to participate in the District's §125 Plan to the full extent permitted under the Plan.

ARTICLE VII. TEMPORARY LEAVES OF ABSENCE

Section 1. Administrators shall receive sixteen (16) days of sick leave per year (cumulative to two hundred seven (207) days) of which three (3) days may be used as personal business days.

Section 2. Administrators may be permitted a maximum of five (5) days absence with full pay in the event of death in the immediate family. Immediate family shall include: wife or husband, child, parents, blood relatives permanently residing with the administrator and life partner or significant other residing with administrator.

Administrators may be permitted a maximum of three (3) days' absence with full pay in the event of the death of any of the following relatives: brother, sister, aunt, uncle, grandparents.

Absences incurred pursuant to this section shall not be charged against the administrator's leave as set forth in Section 1.

Section 3. Upon written request, administrators may be granted educational visitations at the discretion of the Superintendent of Schools. The foregoing visitations shall be granted with full pay and shall not be chargeable against leave days.

ARTICLE VIII. JURY DUTY

The District shall reimburse administrators who serve on juries for their normal salaries less any amounts received for jury service as salary. The administrator shall keep any amount received by the administrator as jury service expenses.

Administrators shall request "on call" jury service where available.

ARTICLE IX. UNUSED SICK LEAVE

Section 1. An Administrator who is eligible for and who retires under the New York State Teachers Retirement System upon termination of employment may, by written notice to the District prior to the February 1st preceding retirement, receive payment for unused accumulated sick leave based upon the following formula:

a. The total number of days' payment shall be equal to the total number of unused sick leave days which the administrator has accumulated. For this purpose, person may accumulate a maximum of one hundred ninety-four (194) days.

b. Upon permanent retirement the administrator shall be paid Seventy-Five (\$75.00) Dollars per day for the first one hundred (100) days: One Hundred Twenty-Five (\$125.00) Dollars per day for the one hundred first to the one hundred eightieth (101st - 180th day); and One Hundred Fifty (\$150.00) Dollars per day

for the one hundred eighty-first to the one hundred ninety-fourth (181st - 194th) day of unused sick leave credited under "a" above, but in no event may such payments exceed Nineteen Thousand Five Hundred (\$19,500.00) Dollars.

c. A letter of resignation stating the individual's intention to retire is to be submitted by the administrator to the Superintendent of Schools by February 1st of the school year prior to retirement.

d. The above date, February 1st, shall be waived in the event that an adverse economic event, such as a reduction in retirement benefits caused by act of the legislature, accelerates the administrator's retirement date. In the event timely notice is not received by the District for budgeting purposes, payment to the administrator under this article may be deferred to the following fiscal school year.

ARTICLE X. CHILD CARE LEAVE

Upon request, an administrator shall be granted a leave of absence for the duration of the school year in which the application is made up to one (1) year for the purpose of caring for a newborn infant. Upon application by the administrator, said leave will be extended for an additional school year. Said leave shall be without pay. In emergency situations, the administrator may request that said leave terminate on the February semester starting date. The administrator shall have the option of applying to have the leave commence prior to the birth of the child. This leave will be in lieu of the former maternity leave, and shall be available to both male and female administrators. It shall not apply toward tenure.

Except in emergency situations, the administrator shall provide no less than sixty

(60) days' written notice of his/her intent to apply for this leave to the Superintendent of Schools. Where possible said leave shall begin on September 1st.

Failure to respond to the Superintendent of Schools' request concerning the administrator's intent to return shall relieve the District of the obligation of reemployment.

ARTICLE XI. CABINET

There shall be Cabinet meetings with the Superintendent of Schools to discuss matters of building level concern.

ARTICLE XII. TRAVEL/MEAL EXPENSES

Administrators who return to the District for scheduled evening or weekend events shall be reimbursed for mileage at the rate of Ten (\$10.00) Dollars per evening and/or weekend. The administrator may elect to remain at the District rather than travel in which case the administrator will be reimbursed the same amount for eating out.

ARTICLE XIII. PERSONNEL FILES

Section 1.

a. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review the material. The administrators will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

b. The administrator will also have the right to submit a written answer

to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

c. Confidential material such as external references shall be excluded from the above.

Section 2.

a. Administrators will have the right, upon request, to review the contents of their personnel files, and to make copies of any documents in it.

b. An administrator will be entitled to have a representative of the Association accompany him/her during such review if he/she so desires.

c. Confidential material such as external references shall be excluded from the above.

ARTICLE XIV . PERSONAL INJURY BENEFIT AND WORKERS' COMPENSATION

Whenever an administrator is absent from school as a result of a personal injury which is the direct result of an assault occurring in the course of his/her employment, he/she will receive his/her full salary for the period of such absence, the Board paying the difference between any amounts received from employer insurance carriers and the full sum of his/her salary and no part of such absence will be charged to his/her annual sick leave. The District's obligation in this matter shall continue for a maximum period of one calendar year.

ARTICLE XV. ASSOCIATION RIGHTS

Section 1. At the request of the Association, the Board of Education agrees to meet with the Association at least three (3) times a year to discuss educational

concerns and/or issues. Matters to be discussed shall be placed on the agenda in advance by both SAAW and the Board.

Section 2. Negotiation Procedures

a. Availability of Budgetary and Statistical Information

Statistical information relating to the salaries of the administrator represented by the Association will be given to the Association upon request.

b. Upon request of the Association, the District will make available to the Association all public information relevant and necessary for the Association to conduct negotiations.

ARTICLE XVI. TUITION REIMBURSEMENT

The current tuition reimbursement policy shall be continued.

ARTICLE XVII. ADMINISTRATOR NEGOTIATION ADVISORS.

An administrator who serves as an advisor to the District's negotiating team shall not be deemed managerial solely by reason of such action.

ARTICLE XVIII. GRIEVANCE PROCEDURE

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship between administrators and members of the Board of Education which will enhance the educational program of the Wantagh Public Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations and policies of the District.

The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

DEFINITIONS

1. A grievance is a claim by an administrator in the negotiating unit based upon any violation, misinterpretation or misapplication of this contract.
2. The term "supervisor" shall mean any person who serves in a supervisory capacity and who is responsible for the area in which an alleged grievance arises.
3. Association shall mean the School Administrators Association of Wantagh.
4. Aggrieved party shall mean any person in the negotiating unit filing a grievance.
5. The "date of the alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.
6. "Date or receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.
2. An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or

reprisal.

3. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice. No grievance may be processed at any level without the consent of the grievant(s).

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the administrator in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

7. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing such events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought.

8. If a grievance affects a group of administrators and is the direct result of a district-wide policy, the grievance may be instituted by SAAW. No such grievance shall relate to a hypothetical case.

9. Nothing herein shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally resolved.

PROCEDURES

1. Level One

If the administrator is not satisfied with the informal disposition of his/her grievance, he/she shall within twenty-two (22) school days of the date of the alleged grievance, submit a written statement of the grievance to his/her supervisor. The supervisor shall submit a written response to the grievant within five (5) school days after the receipt of the written submission of the statement of grievance. If the supervisor is the Superintendent of Schools, the grievant shall file one directly with the Superintendent of Schools and the grievance will be at level two.

If the grievance arises after June 1st, it must be filed no later than June 30th regardless of time limits otherwise stated. The parties will make every effort to resolve the grievance, or in the absence of that resolution, to have a final determination prior to the opening of school.

2. Level Two

a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) school days of receipt of the supervisor's response file an appeal to the Superintendent of Schools. The appeal papers shall include the statement of grievance submitted to the supervisor, at the option of the grievant a written statement of specific objections to the supervisor's response and at

the option of the supervisor a written statement in support of his/her decision.

b. Within five (5) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.

c. The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) school days after receipt of the grievance. A copy of the decision will be forwarded to SAAW.

3. Level Three

a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two and SAAW determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance for advisory arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Two.

b. Within fifteen (15) school days after receipt by the Board, the Board or its designee and SAAW will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or receive a commitment to serve within thirty (30) days, a demand for advisory arbitration shall be submitted to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement. He/she shall be without power to add to, modify or

vacate any of the terms of this Agreement or make any decision contrary to or inconsistent with the terms of this Agreement or which violates any rule or regulation having the force and effect of law.

d. The costs for the services of the arbitrator, if any, shall be shared equally by the Board and SAAW.

e. The decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this Agreement shall be advisory only. Within fifteen (15) school days after the receipt of the arbitrator's award the Board will review the matter and issue a determination. If the Board does not issue its final decision within fifteen (15) days, it will be deemed to have accepted the arbitrator's award. The decision of the Board will be final unless Level Four is issued.

f. The Board will advise SAAW if it contemplates a change in policy which will substantially affect the terms and conditions of employment of the administrators. If SAAW requests, the parties will negotiate the matter in an attempt to reach a timely agreement.

4. Level Four

a. If an advisory arbitration award is issued pursuant to Level Three and the Board does not accept the advisory arbitrator's decision within fifteen (15) calendar days after its receipt by the Board, an administrator affected by the award may within fifteen (15) calendar days of receipt of the Board's decision or the termination of the Board's time to act whichever is sooner thereafter notify the Board that he/she wishes to appeal such decision to a tripartite panel.

b. The tripartite panel shall consist of the President of the Board or his/her designee, the President of SAAW or his/her designee, and a third party selected by the two. If agreement cannot be reached, each side shall submit a list of six (6) names in order of preference and the first name appearing in common on both lists shall be the third party. In the event agreement cannot be reached within fifteen (15) calendar days, the parties shall utilize the facilities of the labor section of the American Arbitration Association.

c. The tripartite panel shall be bound by the provisions of Level Three
(c). The appellant and the Board shall submit a written brief to the Panel within thirty (30) days after its appointment. Both sides may submit a brief within ten (10) days thereafter. The Panel shall have the right to ask each side for oral argument or to present a particular witness or evidence for review. In the absence of such request, decision will be made on briefs only. The Tripartite Panel decision will be binding on the parties.

ARTICLE XIX. MISCELLANEOUS

Section 1.

In accordance with Article XIV of the Civil Service Law Section 204-a,

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT
ANY PROVISION OF THIS AGREEMENT REQUIRING
LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY
PROVIDING THE ADDITIONAL FUNDS THEREFOR,
SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN
APPROVAL.**

Section 2.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect[.]

Section 3.

An employee who will not be granted tenure and/or whose position is intended to be abolished shall receive written notification a reasonable period in advance.

Section 4.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE XX. TERM OF AGREEMENT

This Agreement shall go into effect as of the 1st day of July, 1999, and shall continue in effect up to and including the 30th day of June, 2003.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

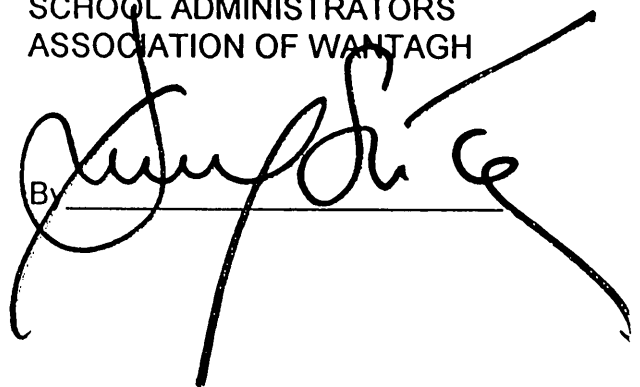
WANTAGH UNION FREE
SCHOOL DISTRICT

By _____



SCHOOL ADMINISTRATORS
ASSOCIATION OF WANTAGH

By _____



SIDE BAR LETTER RE: HEALTH INSURANCE

Please indicate your concurrence by signing and returning the original and one copy of this letter.

The District agrees to waive the language of the agreement for persons who were administrators within the S.A.A.W. unit on July 1, 1995 and those persons shall continue to make contributions toward health insurance at the rate of 5% for individual coverage and 15% for family coverage

George Beranide
Wantagh U.F.S.D.

President, S.A.A.W.

MEMORANDUM OF AGREEMENT

between

SCHOOL ADMINISTRATORS ASSOCIATION OF WANTAGH

and

THE WANTAGH U.F.S.D.

MEMORANDUM OF AGREEMENT, dated this 3rd day of November 1999, by and between the negotiating representatives of SCHOOL ADMINISTRATORS ASSOCIATION OF WANTAGH (hereinafter referred to as the ASSOCIATION) and the negotiating representatives of the WANTAGH U.F.S.D. (hereinafter referred to as the DISTRICT).

1. General: The labor agreement between the parties for the period of July 1, 1995 - June 30, 1999 expired on June 30, 1999. The parties herewith agree that said agreement shall be modified effective as of July 1, 1999 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for changes to said agreement expressly set forth herein, and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education of the DISTRICT and the membership of the ASSOCIATION. Such ratification shall occur within thirty (30) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement.

3. Terms:

A. Term - 7/1/99 to 6/30/03

B. Salary:

1999 - 2000 3%

2000 - 2001 3%

2001 - 2002 3%

2002 - 2003 3%

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During the first and third year of the contract, \$9,000 of ^{a lump sum} equity adjustments ~~to the base wages of unit members~~ shall be made. The parties shall meet to discuss and approve the distribution of said monies.

- B. Other terms. The contract shall be amended to provide for the following. (The parties agree that the following matters are not set forth in final contract language which will be developed subsequently to be inserted in their labor contract, subject to the approval of each party.)

The district will deduct an agency fee for SAAW from the salaries of non-member administrators provided that such agency fee provision is in compliance with law.

Administrators may once annually request that the Board deduct for deposit in the Nassau Educators Federal Credit Union a set sum from each of the first two [2] paychecks in each month throughout the school year except July and August.

An administrator may request that the Board deduct sums of money as certified by the New York State Teachers' Retirement System for repayment of a loan. Repayment shall be according to the procedure of the retirement System.

Administrators will receive sixteen days [16] days of sick leave per year [cumulative to 207 days] of which three [3] days may be used for personal business days.

An administrator may be allowed a maximum of five [5] days' absence with full pay in case of death in the immediate family, and three [3] days' absence with full pay for any other relative as listed below. The absence shall not be charged against the administrator's leave. Five Days - wife or husband, child, parents, blood relative making a permanent home with

administrator, life partner or significant other residing with administrator. Three Days - brother, sister, aunt, uncle, grandparents.

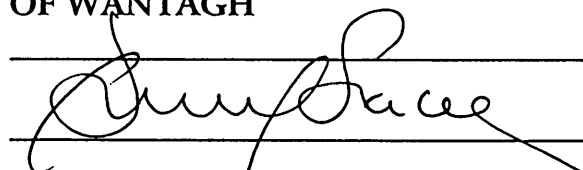
The District will reimburse administrators who serve on juries for their normal salaries less any amounts received for jury service as salary. The administrator shall keep any amount received by the administrator as expenses due to jury service. Administrators shall request "on-call" jury service where available.

Educational visitations may be granted administrators upon their written request at the discretion of the Superintendent of Schools. When granted, such visitations shall be with pay and shall not be chargeable against leave days.

Dated:

11/3/79

NEGOTIATING REPRESENTATIVES OF THE
SCHOOL ADMINISTRATORS ASSOCIATION
OF WANTAGH



Dated:

11/3/79

NEGOTIATING REPRESENTATIVES OF THE
WANTAGH U.F.S.D.

